

**BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

SWIFT TERMITE CONTROL INC.;
JOHNNY RAY DURR, QUALIFYING
MANAGER
3685 Edgehill Drive
Los Angeles, CA 90018
Company Registration Certificate No. PR
5913,

and

JOHNNY RAY DURR
3685 Edgehill Drive
Los Angeles, CA 90018
Operator's License No. OPR 9500

Respondents.

Case No. 2014-12

OAH No. 2013090909

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the
Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on May 2, 2014.

It is so ORDERED April 2, 2014.



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

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2 ARMANDO ZAMBRANO
Supervising Deputy Attorney General
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8 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:

Case No. 2014-12

11 **SWIFT TERMITE CONTROL INC.;**
12 **JOHNNY RAY DURR, QUALIFYING**
13 **MANAGER**
14 **3685 Edgehill Drive**
Los Angeles, CA 90018
15 **Company Registration Certificate No. PR**
5913,

OAH No. 2013090909
STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

16 and

17 **JOHNNY RAY DURR**
3685 Edgehill Drive
18 **Los Angeles, CA 90018**
Operator's License No. OPR 9500

19 Respondents.
20

21 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
22 entitled proceedings that the following matters are true:
23

24 **PARTIES**

25 1. Susan Saylor (Complainant) is the Registrar/Executive Officer of the Structural Pest
26 Control Board. She brought this action solely in her official capacity and is represented in this
27
28

1 matter by Kamala D. Harris, Attorney General of the State of California, by Langston M.
2 Edwards, Deputy Attorney General.

3 2. Respondent Swift Termite Control Inc.; Johnny Ray Durr, Qualifying Manager and
4 Johnny Ray Durr (Respondents) are representing themselves in this proceeding and have chosen
5 not to exercise their right to be represented by counsel.

6 3. On or about August 26, 2009, the Structural Pest Control Board issued Company
7 Registration Certificate No. PR 5913 in Branch 3 (termite) to Swift Termite Control Inc.; Johnny
8 Ray Durr as Qualifying Manager (Respondents).

9 4. On or about August 27, 2003, the Structural Pest Control Board issued Company
10 Registration Certificate No. PR 4389 to Swift Termite Control Inc.; Johnny Ray Durr
11 (Respondent). The Company Registration Certificate expired on June 1, 2009, and has not been
12 renewed.

13 5. On or about March 15, 1996, the Structural Pest Control Board issued Company
14 Registration Certificate No. PR 2865 to Swift Termite Control; Johnny Ray Durr (Respondent).
15 The Company Registration Certificate was cancelled on August 27, 2003.

16 6. On or about March 15, 1996, the Structural Pest Control Board issued Operator's
17 License No. OPR 9500 in Branch 3 to Johnny Ray Durr, Owner and Qualifying Manager of Swift
18 Termite Control. The Operator's License No. OPR 9500 was in full force and effect at all times
19 relevant to the charges brought in Accusation No. 2014-12 and will expire on June 30, 2016,
20 unless renewed.

21 22 JURISDICTION

23 7. Accusation No. 2014-12 was filed before the Structural Pest Control Board (Board),
24 Department of Consumer Affairs, and is currently pending against Respondents. The Accusation
25 and all other statutorily required documents were properly served on Respondents on August 28,
26 2013. Respondents timely filed their Notice of Defense contesting the Accusation.

1 8. A copy of Accusation No. 2014-12 is attached as Exhibit A and incorporated herein
2 by reference.

3
4 **ADVISEMENT AND WAIVERS**

5 9. Respondents have carefully read, and understand the charges and allegations in
6 Accusation No. 2014-12. Respondents have also carefully read, and understand the effects of this
7 Stipulated Settlement and Disciplinary Order.

8 10. Respondents are fully aware of their legal rights in this matter, including the right to a
9 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
10 its own expense; the right to confront and cross-examine the witnesses against them; the right to
11 present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel
12 the attendance of witnesses and the production of documents; the right to reconsideration and
13 court review of an adverse decision; and all other rights accorded by the California
14 Administrative Procedure Act and other applicable laws.

15 11. Respondents voluntarily, knowingly, and intelligently waive and give up each and
16 every right set forth above.

17
18 **CULPABILITY**

19 12. Respondents admit the truth of each and every charge and allegation in Accusation
20 No. 2014-12.

21 13. Respondents agree that Company Registration Certificate No. PR 5913 and
22 Operator's License No. OPR 9500 are subject to discipline and they agree to be bound by the
23 Board's probationary terms as set forth in the Disciplinary Order below.

24
25 **CONTINGENCY**

26 14. This stipulation shall be subject to approval by the Structural Pest Control Board.
27 Respondents understand and agree that counsel for Complainant and the staff of the Structural
28 Pest Control Board may communicate directly with the Board regarding this stipulation and

1 settlement, without notice to or participation by Respondents. By signing the stipulation,
2 Respondents understand and agree that they may not withdraw its agreement or seek to rescind
3 the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt
4 this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall
5 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action
6 between the parties, and the Board shall not be disqualified from further action by having
7 considered this matter.

8 15. The parties understand and agree that Portable Document Format (PDF) and facsimile
9 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format
10 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

11 16. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
12 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
13 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
14 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
15 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
16 writing executed by an authorized representative of each of the parties.

17 17. In consideration of the foregoing admissions and stipulations, the parties agree that
18 the Board may, without further notice or formal proceeding, issue and enter the following
19 Disciplinary Order:

20 21 DISCIPLINARY ORDER

22 IT IS HEREBY ORDERED that Company Registration Certificate No. PR 5913 issued to
23 Swift Termite Control, Inc.; Johnny Ray Durr Qualifying Manager and Operator's License No.
24 OPR 9500 issued to Johnny Ray Durr (Respondents) are revoked. However, the revocation is
25 stayed and Respondents are placed on probation for three (3) years on the following terms and
26 conditions.

27 1. **Obey All Laws.** Respondents shall obey all Federal, State and Local laws and rules
28 relating to the practice of structural pest control.

1 2. **Quarterly Reports.** Respondents shall file quarterly reports with the Board during
2 the period of probation.

3 3. **Tolling of Probation.** Should Respondents leave California to reside outside this
4 state, Respondents must notify the Board in writing of the dates of departure and return. Periods
5 of residency or practice outside the state shall not apply to reduction of the probationary period.

6 4. **Notice to Employers.** Respondents shall notify all present and prospective
7 employers of the decision in Case No. 2014-12 and the terms, conditions and restriction imposed
8 on Respondents by said decision.

9 Within 30 days of the effective date of this decision, and within 15 days of Respondents
10 undertaking new employment, Respondents shall cause their employer(s) to report to the Board in
11 writing acknowledging the employer(s) has read the decision in Case No. 2014-12.

12 5. **Notice to Employees.** Respondents shall, upon or before the effective date of this
13 decision, post or circulate a notice to all employees involved in structural pest control operations
14 which accurately recite the terms and conditions of probation. Respondents shall be responsible
15 for said notice being immediately available to said employees. "Employees" as used in this
16 provision includes all full-time, part-time, temporary and relief employees and independent
17 contractors employed or hired at any time during probation.

18 6. **Completion of Probation.** Upon successful completion of probation, Respondents'
19 license and certificate will be fully restored.

20 7. **Violation of Probation.** Should Respondents violate probation in any respect, the
21 Board, after giving Respondents notice and an opportunity to be heard, may revoke probation and
22 carry out the disciplinary order, which was stayed. If a petition to revoke probation is filed
23 against Respondents during probation, the Board shall have continuing jurisdiction until the
24 matter is final, and the period of probation shall be extended until the matter is final.

25 8. **Random Inspections.** Respondents shall reimburse the Board for one (1) random
26 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per
27 inspection.

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1 9. **Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**
2 **Manager.** Respondents are prohibited from serving as an officer, director, associate, partner,
3 qualifying manager or branch office manager of any registered company other than Swift Termite
4 Control, Inc. during the period that discipline is imposed on Company Registration Certificate
5 No. PR 5913 and Operator's License No. OPR 9500.

6 10. **Cost Recovery.** Pursuant to Section 125.3 of the California Business and Professions
7 Code, Respondents shall pay to the Board investigation and enforcement costs in the amount of
8 \$2,704.55, according to a payment schedule that has been approved by the Board. Investigation
9 and enforcement costs must be paid in full no later than six (6) months prior to the end of
10 probation. Probation shall not be terminated until all costs are paid in full.

11
12 **ACCEPTANCE**

13 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
14 stipulation and the effect it will have on my Company Registration Certificate and Operator's
15 License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly,
16 and intelligently, and agree to be bound by the Decision and Order of the Structural Pest Control
17 Board.

18
19 DATED: 2/11/14


20 SWIFT TERMITE CONTROL INC.; JOHNNY RAY
21 DURR, QUALIFYING MANAGER
22 Respondents
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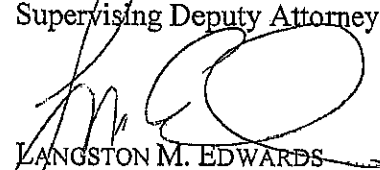
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Structural Pest Control Board.

Dated: 2/11/14

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General


LANGSTON M. EDWARDS
Deputy Attorney General
Attorneys for Complainant

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